

**BANBURY PLACE, INC
D/B/A AAffordable SELF-STORAGE
SHORT TERM LEASE AND INDEMNITY AGREEMENT
MONTH TO MONTH**

This Short Term Lease and Indemnity Agreement (hereafter Agreement) is made and entered into this ____ day of _____, 201__ by and between Banbury Place, Inc. d/b/a AAffordable Self-Storage (hereafter Operator), a Wisconsin Corporation with principal offices located at 323 Dewey Street North, P.O. Box 0203, Eau Claire, Wisconsin 54702-0203 and

Name: _____(hereafter Lessee)

Business Name: _____(if applicable)

Address: _____

City: _____ State: _____ Zip: _____

Drivers License #: _____ State _____

Home Phone: _____ Work Phone: _____

Fax Number: _____ E-Mail: _____

Cellular Number: _____

WITNESSETH, the parties hereto agree as follows:

1. Premises. The premises subject to this Agreement is located at Banbury Place, 800 Wisconsin Street, Building D12, Eau Claire, Wisconsin, 54703 (hereinafter referred to as the Facility). The space leased within the Facility (hereinafter referred to as leased space) is as follows:

Building D12, Affordable Self-Storage _____ Floor, Unit _____ consisting of approximately _____ square feet of space.

2. Term. The term of this Agreement shall be month to month commencing on the ____ day of _____, 201__. The minimum rental term is one (1) month. Lessee or Operator agree to provide the other party with thirty (30) day advance written notice of their intent to terminate this Agreement. If Lessee fails to provide thirty (30) day advance written notice and vacates the leased space by the 1st day of the next month, any amounts remaining of the security deposit, as further explained in Paragraph 4 (b) of this Agreement, will be applied to the next months rent.

3. Rent. Lessee shall pay Operator for the aforementioned leased space rent in U.S. dollars in the form of cash, check, money order or approved credit card (Visa/Mastercard) in the amount of \$_____ per month. Operator reserves the right to require the rent and other charges to be paid in cash, approved credit card, certified check or money order. All such amounts are payable on the first day of each month at the office of Operator.

(a) Monthly payments of rent are allowed for the convenience of Lessee and are to be paid in advance of the rental period by the 1st of each month. Lessee is subject to pay to Operator a **LATE CHARGE OF \$10.00** of any monthly rent not received by Operator by the 10th day of the month of which the rental payment is due. Lessee agrees to pay Operator the indicated late charges for each statement letter sent to Lessee notifying Lessee of the default.

Further, Operator will charge a deferred payment charge of 18% per annum on all rent owed over thirty (30) calendar days. If Operator receives a returned check for non-sufficient funds (NSF) from Lessee's Financial Institution, Lessee is subject to a NSF fee of \$20.00. Two (2) NSF payments will require payments to be made in the form of cash, certified check, approved credit card or money order. These charges/fees are considered additional rent and are to compensate Operator for labor and other cost of collection. In the event of default, Lessee agrees to pay all collection and lien costs incurred by Operator. When rent or other charges remain unpaid for fifteen (15) consecutive days, Operator may deny Lessee access to the Demised Premises until all amounts owing are paid in full.

- (b) All payments by Lessee to Operator shall be made at 323 Dewey Street North, P.O. Box 0203, Eau Claire, Wisconsin 54702-0203, payable to: AAffordable Self-Storage, or to any other location as notified in writing by Operator to Lessee.
- (c) Operator may change the monthly rent or other charges by giving thirty (30) day advance written notice to Lessee by first-class mail at the address stated in this Agreement. The new rent shall become effective on the next date rent is due. If Lessee has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rent rate.

4. Lessee's Obligations. It is agreed between the parties that:

- (a) Lessee shall not make any alterations, additions or improvements to the leased space without Operator's prior written consent. Operator will, at Lessee's expense, make all repairs to leased space rendered necessary through Lessee's fault.
- (b) Lessee agrees to take the leased space in its present condition and keep the leased space free from debris and danger of fire or nuisance. Lessee shall, at the expiration of this Agreement, return leased space to Operator free of all Lessee's stored property, broom clean and in good condition, ordinary wear and tear accepted. Lessee is responsible for cleaning the leased space. Any security deposit (or portion thereof) will be refunded only when the leased space is vacated, clean and all outstanding amounts owed are paid. The security deposit for the leased space is \$_____, payable upon Lessee entering into this Agreement. No interest will be due on the security deposit for the period of time during which the security deposit is held. The security deposit less all amounts owed for rent, damage and/or cleaning of the leased space shall be returned to Lessee within 21 days after Lessee has removed all stored property from the leased space.
- (c) Lessee shall not assign this Agreement or sublease the leased space without Operator's prior written consent.
- (d) Lessee agrees to vacate and remove all personal property from the leased space on or before the expiration date of this Agreement, and if Lessee fails to do so, Lessee agrees to pay a full term of rent for each month or portion thereof for which property remains upon the leased space.
- (e) If Lessee defaults or fails to pay rent for storage of personal property abandoned in the leased space after the termination of this Agreement, the procedures and remedies of Wisconsin Statute §704.90(4r) to (9) and (12) shall apply. A true and correct copy of

Operator

Lessee

said statutory provisions is attached to this Agreement and incorporated by reference, and by executing this Agreement, Lessee acknowledges receipt of said copy.

- (f) Lessee shall comply with and conform to all state and local laws and ordinances, and all regulations of any department thereof, relating to Lessee's use of the leased space, and in addition shall abide by the attached Rules and Regulations which are incorporated herein and which Operator may rescind, alter, add to, or waive from time to time, without notice. Lessee grants Operator, Operator's agents or representatives of any governmental authority, including police and fire officials, access to the leased space upon twenty-four (24) hour advanced written notice to Lessee. In the event of an emergency, Operator, Operator's agents or representative of governmental authority shall have the right to enter the leased space without notice to Lessee, and take such action as may be necessary or appropriate to protect the Facility, to comply with applicable law or enforce Operator's rights.

- (g) Lessee assumes all risk of loss, theft or damage to any property moved in, upon, or stored in the leased space by it from any cause whatever, including structural defects. Lessee understands that the leased space is a commercial rental space, and is not a warehouse complex and that Operator does not take care, custody nor control of any property nor does it provide any insurance on any of Lessee's stored property. Operator is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. Lessee agrees to maintain at its own expense general liability and other insurance as provided herein, with financially responsible insurance company of Lessee's choice licensed to do business in Wisconsin. The commercial general liability insurance (including blanket contractual liability) shall insure against claims for bodily injury, death and property damage arising out of Lessee's operations on the leased space. Such insurance shall afford single limit protection of at least \$500,000 with respect to personal injury or death and property damage occurring or resulting from one occurrence. Operator shall be listed as an additional insured and Lessee shall furnish Operator with appropriate certificates of insurance properly executed by such insurance companies evidencing such coverage upon written request of Operator. Thirty day notice shall be given to Operator in the event of cancellation or alteration of such coverage. Lessee agrees to maintain at its own expense, fire and extended coverage, burglary, malicious mischief and vandalism insurance on Lessee's property located at the leased space, including inventory, for the full insurable cash value, and shall provide Operator with a certificate of insurance properly executed by its insurance company upon written request by Operator. Lessee expressly agrees that the insurance company providing such insurance shall be subrogated to any claim of Lessee against Operator, Operator's agents or employees for loss of or damage to the stored property. Insurance on Lessee's property is a material condition of this Agreement and is for the benefit of both Lessee and Operator. Failure to carry the required insurance is a breach of this Agreement and Lessee assumes all risk of loss of the stored property that would be covered by such insurance. If Lessee should fail to obtain or maintain the forementioned required insurance's throughout the term of this Agreement, Lessee agrees that by entering into this Agreement to personally assume all risk of any loss as intended to be covered by the required insurances (i.e. be "self insured").

- (h) Lessee agrees that in no event shall the total value of all stored property within the leased space exceed \$5000.00 unless Operator has given written permission to Lessee to store property exceeding \$5000.00 in value and Lessee has provided Operator Proof of Insurance to cover the value of the property. Lessee agrees that the maximum liability to

____ Operator
____ Lessee

Operator to Lessee for any claim by Lessee, including but not limited to any suit which alleges wrongful or improper foreclosure or sale of the property contained within the leased space is \$5000.00. Nothing in this paragraph shall create any liability on the part of Operator to Lessee for any loss or damage to Lessee's stored property, regardless of value. Lessee waives any claim for emotional or sentimental attachment to the stored property located in the leased space.

- (i) Lessee shall have use of the common loading docks, freight elevator, pallet jacks, dollies and four wheel carts located within the Facility. These items are shared by other tenants of Operator within the Facility and consequently their use must be respected and shared by each tenant of the Facility. Lessee agrees to return all items used to the place of origin located on the 1st floor of the Facility and in the same condition as when they took them. No tractor/trailer trucks will be left unattended in the loading dock area of the Facility. No vehicles will be left unattended within the indoor parking area of the Facility for over one (1) hour.
- (j.) Lessee agrees not to exceed the floor life load limit of 150 lbs per square foot.
- (k.) Lessee shall be solely responsible for furnishing a lock at Lessee's expense to secure the leased space. If Lessee fails to lock the leased space, Operator may, but is not required to furnish a lock to secure the leased space without notice to Lessee. Lessee shall, at the expiration of this Agreement, remove all locks provided by Lessee to lock the leased space. If Lessee fails to remove all locks, Lessee agrees to pay to Operator a full term of rent for each month or portion thereof which the lock remains on the leased space.
- (l.) Lessee shall upon leaving the leased space and/or the Facility close and secure all exterior passage and overhead garage doors.
- (m.) Lessee will provide address changes to Operator in writing. Such changes will become effective when received by Operator. It is Lessee's responsibility to verify that Operator has received and recorded the requested change of address.

5. Operator's Obligations.

- (a) Operator provides the leased space as is, clean and free of all debris.
- (b) Operator shall provide heat within the Facility at a reasonable temperature of comfort between October 15 and April 1 of each calendar year.
- (c) Operator shall provide adequate common area hallway lighting within the Facility.
- (d) Operator shall, during ordinary business hours of the day, provide elevator service to the leased space as needed, but Operator shall not be liable for any failure to provide elevator service not due to Operator's negligence.
- (e) Operator, shall pay and be responsible for any and all taxes assessed against the real property of the Facility.
- (f) Operator shall maintain, clean and provide lavatory supplies for the common use toilet rooms located in the Facility.

Operator

Lessee

- (g) Operator shall maintain during the term of this Agreement an insurance policy for damage caused by fire in an amount equal to the full replacement of the Facility and improvements within the leased space and the Facility.

6. **Indemnification.** All property stored within or upon the leased space shall be at Lessee's sole risk. Lessee shall indemnify and hold harmless Operator, its officers, employees, agents and representatives, from and against any and all claims, demands, losses, liability, costs (including any incidental or consequential damages or attorneys fees) (hereafter Claims), or expense of any kind except those claims directly arising out of the willful or negligent acts or omissions of Operator whatsoever (including but not limited to Claims arising from (i) loss, theft, damage, burglary, vandalism or mysterious disappearance in or about the leased space, by whomsoever committed; (ii) interruptions in any service utility, etc. from any cause whatsoever; (iii) fire, water, rain, snow, steam, sewage, electricity, gas, dirt/dust, rodents, freezing, heat or odors, from any source whatsoever, (iv) any workers' compensation or occupational disease law which arise out of, are connected with, or are attributable to the utilization of the leased space or the Facility; and (v) Claims other than those arising out of the willful or negligent acts or omissions of Operator and any claims, demands, losses, liability, cost or expense arising out of or resulting from the deposit, release or discharge by Lessee, its officers, employees, agents, representatives or assigns of any hazardous substances, environmental pollution or sources of environmental contamination upon or within the leased space or Facility. Further Lessee agrees that Operator, its officers, employees, agents, assigns and representatives shall not be liable to Lessee for any damage or injury resulting from any other tenant's operations in the Facility or leased space. Operator, its officers, employees, agents and representatives shall not be liable to Lessee for injury or death as a result of Lessee's use of the leased space or the Facility, even if such injury or death is caused by the active or passive acts or omissions or negligence of the Operator, its officers, employees, agents and representatives.

7. Common Areas. Common areas of buildings of which the leased space is a part shall at all times be subject to the control and management of Operator, and shall at all reasonable times be available to Lessee for reasonable nonexclusive use in common with other tenants. Operator shall have the right to establish, modify and enforce rules for the common areas and the right to alter all common areas.

8. Notice/Other. Lessee acknowledges receiving a copy of this Agreement and certifies by signing the Agreement that Lessee has read and understands the terms and conditions.

Any notice which Operator may desire or be required to serve upon or furnish Lessee may be served or furnished by delivering the same by first class, postage prepaid, addressed to Lessee as indicated on the first page of this Agreement. Notice shall be deemed given when deposited in the United States mail. Lessee agrees that any notice is conclusively perceived to have been received by Lessee five (5) days after mailing, unless returned to Operator by the U.S. Postal Service. Notices which Lessee may desire or be required to serve upon or furnish Operator may be served or furnished by delivering the same by registered mail, postage prepaid, addressed to Operator at 323 Dewey Street North, P.O. Box 0203, Eau Claire, Wisconsin 54702-0203. Operator is required to notify under Wisconsin Statutes §704.90(5)(b)(1) an additional person known by Lessee (ie Family, Friend, Business Associate). That additional persons name and last known address is: (if none write "none").

Name: _____

Address: _____

City: _____ State _____ Zip Code: _____

Operator
Lessee

9. Litigation. Any litigation arising under this Agreement shall only be brought in the Circuit Courts for Eau Claire County, Wisconsin or the United States District court for the Western District of Wisconsin. Operator and Lessee waive their respective right to trial by jury of any cause of action, claim, counterclaim, or cross complaint, in any action brought by either Operator against Lessee, Lessee's Agents, guests or invites, or Lessee against Operator, or Operator's agents, officers or employees, on any matter arising out of or in any way connected with this Agreement, Lessee's use of the leased space or the Facility, or any claim of bodily injury or property loss or damage or the enforcement of any remedy under any law, statute or regulation.

10. No Warranties. No expressed or implied warranties are given by Operator, Operator's agents, officers or employees as to the suitability of the leased space for Lessee's intended use. Operator disclaims and Lessee waives any implied warranties of suitability or fitness for a particular use.

11. No Oral Agreements. This Agreement contains the entire agreement between Operator and Lessee, and no oral Agreements shall be of any effect whatsoever. Lessee acknowledges that no representatives or warranties have been made with respect to the safety, security or suitability of the leased space for the storage of Lessee's property, and that Lessee has made his own determination of such matters solely from inspection of the leased space and the Facility. Lessee agrees that Lessee is not relying on, and will not rely upon any oral representation made by Operator or by Operator's agents, officers or employee's purporting to modify or add to this Agreement. Lessee agrees and understands that this Agreement may be modified only in writing, signed by both parties.

12. Succession. All provisions of this Agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

13. Enforcement. If any part of this Agreement is held to be unenforceable for any reason, or any circumstances, the parties agree that such part shall be enforceable in other circumstances and that all the remaining parts of this Agreement will be valid and enforceable.

Operator

Lessee

OPERATOR HAS A LIEN ON ALL PERSONAL PROPERTY STORED IN THE LEASED SPACE FOR RENT AND OTHER CHARGES RELATED TO THE PERSONAL PROPERTY, INCLUDING EXPENSES NECESSARY TO THE PRESERVATION, REMOVAL, STORAGE AND PREPARATION FOR SALE AND THE SALE OF THE PERSONAL PROPERTY. OPERATOR MAY SATISFY THE LIEN BY SELLING THE PERSONAL PROPERTY, AS PROVIDED IN SEC. 704.90, WIS. STATUTES, IF LESSEE DEFAULTS OR FAILS TO PAY RENT FOR THE STORAGE OF PERSONAL PROPERTY ABANDONED AFTER THE TERMINATION OF THIS AGREEMENT.

**Operator: Banbury Place, Inc.
D/B/A AAffordable Self-Storage**

John A. Kaiser, President - Banbury Place, Inc

Lessee: _____

Name: _____

Attachments:

Wis. Stats. §704.90 (4r) to (9) and (12)
Rules and Regulations

Operator acknowledges receipt of \$ _____
representing payment of rent from _____
to _____. Operator acknowledges receipt of
a clean-up deposit of \$ _____ to be refunded (or portion
therefore) when the leased space is vacated, clean and empty.

Lessee's 5-Digit Pin Access # _____

Visa/Mastercard #: _____ Exp. Date: _____

Name: _____

Lessee hereby gives Operator permission on the first day of each month until further notice, to charge on the above referenced credit card the rent for the month then owing.

Lessee Signature: _____

Amended May 2004

Operator

Lessee